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*Admitted only in Maryland *Admitted only in Virginia •Practice Limited to Federal Agencies

April 21, 2004

WRITER'S DIRECT NUMBER: (202) 772-8675 INTERNET ADDRESS: JHELVEY@SKGF.COM

Art Unit 2817

Commissioner for Patents PO Box 1450 Alexandria, VA 22313-1450

Re:

: U.S. Utility Patent Application

Application No. 10/649,807; Filed: August 28, 2003

For: Apparatus and Method for Local Oscillator Calibration in Mixer

Circuits

Inventors: Our Ref:

McMullin *et al.* 1875.4300000

Sir:

Transmitted herewith for appropriate action are the following documents:

- 1. An original executed Power of Attorney from Assignee;
- 2. An original executed Statement Under 37 C.F.R. § 3.73(b) (with copy of Assignment attached); and
- 3. Return postcard.

It is respectfully requested that the attached postcard be stamped with the date of filing of these documents, and that it be returned to our courier. In the event that extensions of time are necessary to prevent abandonment of this patent application, then such extensions of time are hereby petitioned.

Sterne, Kessler, Goldstein & Fox PLLC. : 1100 New York Avenue, NW: Washington, DC 20005: 202.371.2600 f 202.371.2540: www.skgf.com

Commissioner for Patents April 21, 2004 Page 2

The U.S. Patent and Trademark Office is hereby authorized to charge any fee deficiency, or credit any overpayment, to our Deposit Account No. 19-0036.

Respectfully submitted,

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C.

Jeffrey T. Helvey Attorney for Applicants Registration No. 44,757

JTH/agj 255319_1.DOC

POWER OF ATTORNEY FROM ASSIGNEE

Broadcom Corporation , a corporation of California , having a principal place of business at 16215 Alton Parkway, Irvine, California 92618-3616, is assignee of the entire right, title and interest for the United States of America (as defined in 35 U.S.C. § 100), by reason of an Assignment to the Assignee executed on (1.) 8/26/2003, (2.) 8/27/2003, (3.) 8/22/2003 and (4.) 8/27/2003 of an invention known as Apparatus and Method for Local Oscillator Calibration in Mixer Circuits (Attorney Docket No. 1875.4300000), which is disclosed and claimed in a patent application of the same title by the inventors (1.) Donald G. McMullin , (2.) Ramon A. Gomez , (3.) Lawrence M. Burns and (4.) Myles Wakayama (said application filed on August 28, 2003 at the U.S. Patent and Trademark Office, having Application Number 10/649,807).

The Assignee hereby appoint the U.S. attorneys James D. Bennett, Registration No. 37,550, Jeffrey DeRoy Wheeler, Registration No. 39,066; Noel Benjamin Whitley, Registration No. 42,225; and Harry Shannon Tyson, Jr., Registration No. 42,193, of Broadcom Corporation, 16215 Alton Parkway, Irvine, CA 92618-3616, and the attorneys associated with CUSTOMER NUMBER 28393 to prosecute this application and any continuation, divisional, continuation-in-part, or reissue application thereof, and to transact all business in the U.S. Patent and Trademark Office connected therewith, such attorneys currently being: Robert Greene Sterne, Esq., Reg. No. 28,912; Edward J. Kessler, Esq., Reg. No. 25,688; Jorge A. Goldstein, Esq., Reg. No. 29,021; David K.S. Cornwell, Esq., Reg. No. 31,944; Robert W. Esmond, Esq., Reg. No. 32,893; Tracy-Gene G. Durkin, Esq., Reg. No. 32,831; Michele A. Cimbala, Esq., Reg. No. 33,851; Michael B. Ray, Esq., Reg. No. 33,997; Robert E. Sokohl, Esq., Reg. No. 36,013; Eric K. Steffe, Esq., Reg. No. 36,688, Michael Q. Lee, Esq., Reg. No. 35,239; Steven R. Ludwig, Esq., Reg. No. 36,203; John M. Covert, Esq., Reg. No. 38,759; Linda E. Alcorn, Esq., Reg. No. 39,588; Lawrence B. Bugaisky, Esq., Reg. No. 35,086; Donald J. Featherstone, Esq., Reg. No. 33,876; Robert C. Millonig, Esq., Reg. No. 34,395; Michael V. Messinger, Esq., Reg. No. 37,575; Judith U. Kim, Esq., Reg. No. 40,679; Timothy J. Shea, Jr., Esq., Reg. No. 41,306; and Patrick E. Garrett, Esq., Reg. No. 39,987. The Assignee hereby grants said attorneys the power to insert on this Power of Attorney any further identification that may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office.

Send correspondence to:

STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C. 1100 New York Avenue, N.W. Washington, D.C. 20005-3934 U.S.A.

Direct phone calls to 202-371-2600.

SIGNATURE:

FOR: Broadcom Corporation

BY: Dee Henderson

TITLE: Manager, Intellectual Property Portfolio

DATE: X AVI 1 9, 2004

Under McPanerwork Reduction Act of 1995, no persons are requi	PTO/SB/96 (08-03) Approved for use through 07/31/2006. OMB 0651-0031 U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE Ired to respond to a collection of information unless it displays a valid OMB control number.
CHAUEM	T UNDER 37 CFR 3.73(b) BP 2915 / 1875.4300000
	TONDER OF OUR STOLD
Applicant/Patent Owner: McMullin et al.	
Application No./Patent No.: 10/649,807 F	iled/issue Date: August 28, 2003
Entitled: APPARATUS AND METHOD FOR LOCAL	OSCILLATOR CALIBRATION IN MIXER CIRCUITS
Broadcom Corporation , a (Name of Assignee)	<u>Corporation</u> (Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)
states that it is: 1. \square the assignee of the entire right, title, and interest;	or
2. an assignee of less than the entire right, title and in the extent (by percentage) of its ownership interestidentified above by virtue of either:	nterest. st is% in the patent application patent
A. [x] An assignment from the inventor(s) of the patent a was recorded in the Patent and Trademark Office a copy thereof is attached.	pplication/patent identified above. The assignment at Reel <u>014442</u> , Frame <u>0086</u> , or for which
OR	
B. [] A chain of title from the inventor(s), of the patent a assignee as shown below:	
From: The document was recorded in the Pate	
	, or for which a copy thereof is attached.
From: The document was recorded in the Pate	To:
	ent and Trademark Office at, or for which a copy thereof is attached.
From: The document was recorded in the Pate.	
The document was recorded in the Pater Reel, Frame	nt and Trademark Office at, or for which a copy thereof is attached.
[] Additional documents in the chain of title ar	re listed on a supplemental sheet.
[X] Copies of assignments or other documents in the ch [NOTE: A separate copy (i.e., the original assignme must be submitted to Assignment Division in accord recorded in the records of the PTO. See MPEP 302	nt document or a true copy of the original document) ance with 37 CFR Part 3, if the assignment is to be
The undersigned (whose title is supplied below) is author	rized to act on behalf of the assignee.
x April 9, 2004	Dee Henderson
' Date (949) 936-5958	Typed or printed name
(949) 926-5958 Telephone number	Signature
receptions number	
	Manager, Intellectual Property Portfolio

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you are required to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

DO NOT FORWARD TO ASSIGNMENT BRANCH NOT FOR RECORDATION

Docket No. 1875.4300000 / BP 2915

ASSIGNMENT

In consideration of the sum of One Dollar (\$1.00) or equivalent and other good and valuable consideration paid to each of the undersigned inventors: __(1) Donald G. McMullin, (2) Ramon A. Gomez, (3) Lawrence M. Burns and (4) Myles Wakayama _____, the undersigned inventors hereby sell and assign to __Broadcom Corporation (the Assignee) his/her entire right, title and interest, including the right to sue for past infringement and to collect for all past, present and future damages:

check applicable box(es)

 and throughout the world,

 and throughout the world,

- (a) in the invention(s) known as <u>Apparatus and Method for Local Oscillator Calibration in Mixer Circuits</u> for which application(s) for patent in the United States of America has (have) been executed by the undersigned on (1) : (2) : (3) 8/22/03; and (4) (also known as United States Application No. (to be assigned), filed Herewith (note that the inventor of the in
- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

The undersigned inventors agree to execute all papers necessary in connection with the application(s) and any continuing (continuation, divisional, or continuation-in-part), reissue, reexamination or corresponding application(s) thereof and also to execute separate assignments in connection with such application(s) as the Assignee may deem necessary or expedient.

The undersigned inventors agree to execute all papers necessary in connection with any interference or patent enforcement action (judicial or otherwise) related to the application(s) or any continuing (continuation, divisional, or continuation-in-part), reissue or reexamination application(s)

thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

The undersigned inventors hereby grant James D. Bennett, Registration No. 37,550, and David J. Rosmann, Registration No. 43,059, of Broadcom Corporation, 16215 Alton Parkway, Irvine, CA 92618-3616, and Robert Greene Sterne, Esquire, Registration No. 28,912; Edward J. Kessler, Esquire, Registration No. 25,688; Jorge A. Goldstein, Esquire, Registration No. 29,021; David K.S. Cornwell, Esquire, Registration No. 31,944; Robert W. Esmond, Esquire, Registration No. 32,893; Tracy-Gene G. Durkin, Esquire, Registration No. 32,831; Michele A. Cimbala, Esquire, Registration No. 33,851; Michael B. Ray, Esquire, Registration No. 33,997; Robert E. Sokohl, Esquire, Registration No. 36,013; Eric K. Steffe, Esquire, Registration No. 36,688; Michael Q. Lee, Esquire, Registration No. 35,239; Steven R. Ludwig, Esquire, Registration No. 36,203; John M. Covert, Esquire, Registration No. 38,759; Linda E. Alcorn, Esquire, Registration No. 39,588; Lawrence B. Bugaisky, Esquire, Registration No. 35,086; Donald J. Featherstone, Esquire, Registration No. 33,876; Robert C. Millonig, Esquire, Registration No. 34,395; Michael V. Messinger, Esq., Registration No. 37,575; Judith U. Kim, Esq., Registration No. 40,679; Timothy J. Shea, Jr., Esq., Registration No. 41,306; and Patrick E. Garrett, Esq., Registration No. 39,987; all of STERNE, KESSLER, GOLDSTEIN & FOX P.L.L.C., 1100 New York Avenue, N.W., Washington, D.C. 20005-3934, power to insert in this assignment any further identification that may be necessary or desirable in order to comply with the rules of the United States Patent and Trademark Office for recordation of this document.

IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

(1) Date:	Signature of Inventor:	
		Donald G. McMullin
(2) Date:	Signature of Inventor:	Ramon A. Gomez
(3) Date: 8/22/03	Signature of Inventor:	Lawrence M. Burns
(4) Date:	Signature of Inventor:	Myles Wakayama

DO NOT FORWARD TO ASSIGNMENT BRANCH NOT FOR RECORDATION

Docket No. 1875.4300000 / BP 2915

ASSIGNMENT

In consideration of the sum of One	Dollar (\$1.00) or equivalen	t and other good and valuable
consideration paid to each of the undersig	med inventors: _(1) Donald	G. McMullin, (2) Ramon A.
Gomez, (3) Lawrence M. Burns and (4) M	yles Wakayama	, the undersigned
inventors hereby sell and assign to Broade	com Corporation (the Ass	ignee) his/her entire right, title
and interest, including the right to sue for pas	st infringement and to collec-	for all past, present and future
damages:		P****, P*******************************
check applicable box(es)		

 in the United States of America (as defined in 35 U.S.C. § 100),
 and throughout the world,

- (a) in the invention(s) known as Apparatus and Method for Local Oscillator Calibration in Mixer Circuits for which application(s) for patent in the United States of America has (have) been executed by the undersigned on (1) 6/24/63; (2) 6/27/03;

 (3) ; and (4) 8/27/03 (also known as United States Application No. (to be assigned) , filed Herewith , in any and all applications thereon, in any and all Letters Patent(s) therefor, and
- (b) in any and all applications that claim the benefit of the patent application listed above in part (a), including continuing applications, reissues, extensions, renewals and reexaminations of the patent application or Letters Patent therefor listed above in part (a), to the full extent of the term or terms for which Letters Patents issue, and
- (c) in any and all inventions described in the patent application listed above in part (a), and in any and all forms of intellectual and industrial property protection derivable from such patent application, and that are derivable from any and all continuing applications, reissues, extensions, renewals and reexaminations of such patent application, including, without limitation, patents, applications, utility models, inventor's certificates, and designs together with the right to file applications therefor; and including the right to claim the same priority rights from any previously filed applications under the International Agreement for the Protection of Industrial Property, or any other international agreement, or the domestic laws of the country in which any such application is filed, as may be applicable;

all such rights, title and interest to be held and enjoyed by the above-named Assignee, its successors, legal representatives and assigns to the same extent as all such rights, title and interest would have been held and enjoyed by the Assignor had this assignment and sale not been made.

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thereof and to cooperate with the Assignee in every way possible in obtaining evidence and going forward with such interference or patent enforcement action.

The undersigned inventors hereby represent that he/she has full right to convey the entire interest herein assigned, and that he/she has not executed, and will not execute, any agreement in conflict therewith.

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IN WITNESS WHEREOF, executed by the undersigned inventors on the date opposite his/her name.

(1) Date: 8/26/03	Signature of Inventor: 6- Mallo
, 1	Donald G. McMullin
(2) Date: 8/27/03	Signature of Inventor: Ramon A. Gomez
(3) Date:	Signature of Inventor:
	Lawrence M. Burns
(4) Date: 8/27/03	Signature of Inventor: Myles Wakayama